

## REMARKS

Claim 62 was rejected under 35 U.S.C. § 102(e) as being anticipated by Knepper. Amended claim 62 recites a transmitter to transmit an info segment including a unique content identifier to specify one particular content item, said info segment also including an interruption point specifier to identify a condition that, if detected, will cause the display of an advertisement to replace the display of said one particular content item, the place in the content where the occurrence of the condition might happen during use of the one particular content item is not known. Amended claim 62 does not read on Knepper.

For example, Knepper's instruction set merely indicates a sequence or order of play that is known upon creation of the instruction set. In particular, the placement of the AdInsert tags dictates the *sequence* of play of the advertisement and entertainment media files. Thus, the instruction set dictates the order of play, which is clearly predetermined. *See, e.g.*, [0055], [0058], and [0059]. Because Knepper's instruction set merely identifies a known order in which files are to be presented, amended claim 62 and claims dependent thereon are patentably distinct over Knepper.

Claim 62 was also rejected under 35 U.S.C. § 102(e) as being anticipated by Zigmond. Amended claim 62 does not read on Zigmond. For example, per amended claim 62 the info segment includes a unique content identifier to identify one particular content item. The info segment also includes an interruption point specifier to identify a condition that will cause an advertisement to be displayed in place of the one particular content item if that condition is detected during the use of the one particular content item. Zigmond's ad selection criteria does not teach the claimed info segment because it does not include a unique content identifier to identify one particular content item to be associated with for example. *See, e.g.*, column 11, line 30—column 12, line 32. Moreover, the ad selection criteria does not include an interruption point specifier. Rather, a triggering event indicates an appropriate time to display a selected advertisement. But the triggering event does not have a unique content identifier as it is delivered in conjunction with content and/or the triggering event is predetermined. *See, e.g.*, column 15, line 35—column 16, line 43. Thus, as amended, claim 62 and claims dependent thereon do not read on Zigmond.

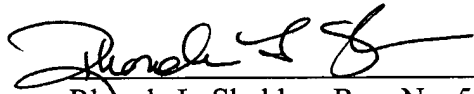
As neither Knepper nor Zigmond anticipate amended claim 62 or claims dependent thereon, these claims are in condition for allowance. Under a similar analysis, amended claim 71 and claims dependent thereon are also in condition for allowance. Independent claim 79 was not specifically rejected in the final Office action; as such claim 79 and claims dependent thereon are in condition for allowance.

#### **CONCLUSION**

In view of the amendments and remarks herein, the application is in condition for allowance. The Examiner's prompt action in accordance therewith is respectfully requested. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 20-1504 (BKA.0010US).

Respectfully submitted,

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